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Attorneys for Plaintiff
craigslist, Inc.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

CRAIGSLIST, INC., a Delaware corporation,
Plaintiff,
v.
3TAPS, INC., et al.,
Defendants.

CASE NO. CV12-03816 CRB

**STIPULATION FOR ENTRY OF FINAL
JUDGMENT AND PERMANENT
INJUNCTION AGAINST:**

- (1) 3TAPS, INC.,**
(2) HARD YAKA, INC., and
(3) ROBERT G. KIDD

AND RELATED COUNTERCLAIMS

1 Plaintiff craigslist, Inc. (“craigslist”), on the one hand, and Defendants 3taps, Inc.
 2 (“3taps”), Hard Yaka, Inc., and Robert G. Kidd (collectively, “Defendants”), on the other hand,
 3 hereby stipulate as follows:

- 4 a. craigslist brought suit against Defendants for, among other things, breach of
 5 contract, trespass, misappropriation, copyright infringement, trademark infringement,
 6 violations of the Computer Fraud and Abuse Act and the California Comprehensive
 7 Computer Data Access and Fraud Act, violations of the CAN-SPAM Act, and
 8 violations of the California Restrictions on Unsolicited Commercial Email
 9 Advertisers.
- 10 b. Defendants asserted counterclaims including violations of Section 1 and Section 2 of
 11 the Sherman Act; Unfair Competition in violation of California Business &
 12 Professions Code §§ 17200 *et seq*; and interference with Defendants’ economic
 13 advantage.
- 14 c. The parties have agreed to the entry of a Final Judgment and Permanent Injunction
 15 against Defendants, in the form reflected in Exhibit A to this stipulation, which
 16 provides as follows:

17 **I. Final Judgment**

18 Judgment is entered in favor of craigslist against Defendants, jointly and severally, in the
 19 amount of \$1,000,000.00.

20 **II. Injunction**

21 Defendants and their respective current and future officers, agents, servants, employees,
 22 and other persons who are in active concert or participation with them (collectively, the
 23 “Prohibited Parties”), are ordered and enjoined as follows:

- 24 A. Within one day (1) day of the entry of this Order, the Prohibited Parties will
 25 forever cease access to and/or any use of, including but not limited to
 26 reproducing, transmitting, displaying, framing, including, disseminating,
 27 publishing, distributing, or giving away (“Access and Use”), any content,
 28 including but not limited to user-generated postings, advertisements,

information, data, images, messages, or emails, that has been submitted to, posted on, or transmitted via any craigslist website, service, or computer server, including, but not limited to *craigslist.org* (“craigslist Content”). For the avoidance of doubt, this prohibition includes, but is not limited to, craigslist Content that a third party, including without limitation a third party located outside U.S. jurisdiction, has obtained from (i) any craigslist website, service, or computer server, or (ii) any other party, or series of parties, that itself or themselves obtained craigslist Content from any craigslist website, service or computer server.

B. The prohibition on Access and Use of craigslist Content includes: 1) direct Access and Use by the Prohibited Parties; and 2) indirect Access and Use via a third party, intermediary, or proxy, including but not limited to any search engine or participant in crowd sourcing of craigslist Content. The prohibition covers all Access and Use by the Prohibited Parties and provides no exceptions, including but not limited to a claim of fair use or implied license.

C. The Prohibited Parties are also permanently prohibited from:

- (1) directly or indirectly downloading, harvesting, obtaining, or copying craigslist Content by any means whatsoever, including but not limited to robots, spiders, scrapers, or crawlers;
- (2) directly or indirectly displaying, framing, including, disseminating, publishing, distributing, selling, giving away, or otherwise presenting or making available to any person or entity, or facilitating same, any craigslist Content;
- (3) representing, on their websites, in their mobile apps, or otherwise, that they are in any way affiliated with craigslist, or that any of their products or services contain or include any craigslist Content;
- (4) directly or indirectly circumventing technological measures that control access to any craigslist website or any portions thereof, including but not

1 limited to, measures that: monitor and/or block activity associated with
2 particular IP addresses or provide a set of instructions to any automated
3 technologies visiting the craigslist website that prohibit automated
4 programs (e.g., a robots.txt file), whether through use of multiple IP
5 addresses or any other means;

6 (5) directly or indirectly infringing any of craigslist's copyrighted materials;

7 (6) sending or transmitting, or paying, directing, aiding, or conspiring with
8 others to send or transmit (i) any commercial electronic mail or electronic
9 communication to any craigslist email address, user, member or poster,
10 bearing any false, fraudulent, anonymous, inactive, deceptive, or invalid
11 return information, or otherwise using any other artifice, scheme or
12 method of transmission that would prevent the automatic return of
13 undeliverable electronic mail to its original and true point of origin or that
14 would cause the email return address to be that of anyone other than the
15 actual sender or by any other means in violation of the CAN-SPAM Act,
16 15 U.S.C. § 7701, et seq. or (ii) any commercial electronic mail message
17 to email addresses known to have been acquired or harvested from any
18 craigslist website;

19 (7) engaging in the purchase, acquisition, collection, harvest, sale, transfer,
20 transmission, distribution, trade, or display of craigslist users' postings,
21 names, locations, addresses, email addresses, phone numbers, contact
22 information, screen names or other user information, taken from any
23 craigslist website, service, or computer server, including, but not limited to
24 *craigslist.org*, or lists thereof; and

25 (8) directly or indirectly using (other than fair use or nominative fair use, such
26 as for purposes of commentary), any craigslist trademark or trade dress, or
27 applying for, or registering any mark, trade name, trade dress, company
28 name, domain name, website username, or url that contains any craigslist

trademark or misspelling of any craigslist trademark, or that is confusingly similar to any craigslist trademark; and from using or acquiring any Twitter handle, email address, avatar, domain name, social media user name, or other asset of any kind that contains or suggests the words “craig,” “craigslist,” or anything similar.

D. Within seven (7) days of the entry of this Order, 3taps will assign and otherwise transfer to craigslist all rights, title (including ownership), and interest in and to the craiggers.com domain name.

E. Within thirty (30) days of the entry of this Order, the Prohibited Parties shall permanently delete or destroy any craigslist Content, regardless of whether obtained directly or indirectly, whether stored in electronic form or otherwise, in their possession, custody, or control. craigslist may retain a third party digital forensics firm (“Forensics Firm”) to certify to the destruction of the craigslist Content from Defendants’ computer systems and files. Defendants will provide the Forensics Firm with all necessary access for such a certification within fifteen (15) days of the entry of this Order.

F. Notwithstanding the foregoing, any individuals who are Prohibited Parties are permitted to make limited personal, non-commercial use of the craigslist website, in full compliance with the craigslist Terms of Use in effect at that time, for the purchase and sale of goods and services. This use is limited as follows:

- (i) no more than ten (10) postings per month per individual; and
- (ii) no more than twenty (20) visits to the website per month per individual, with each visit not to exceed one (1) hour.

G. To the extent craigslist has reason to believe that any Defendant has violated any provision herein, craigslist will provide such Defendants notice and fifteen (15) days to cure before seeking to enforce this Injunction.

III. Monitoring Compliance

It is further ORDERED that the Prohibited Parties shall:

- 1 A. Take reasonable steps sufficient to monitor and ensure that all persons within their
2 control or employment (whether as independent contractors, employees, agents,
3 partners or in some other capacity) comply with this Order, including but not
4 limited to providing a copy of this Order to any person within their control or
5 employment and requesting that such person adhere to its terms; and
- 6 B. Take all reasonable corrective action with respect to any individual within their
7 control or employment whom any Prohibited Party determines is not in
8 compliance with the terms of this Order, which may include training, disciplining,
9 and/or terminating such individual, and notifying craigslist promptly in writing of
10 the underlying conduct.

11 **IV. Dismissal of Defendants' Counterclaims With Prejudice**

12 Defendants' counterclaims are dismissed with prejudice.

13 **V. Retention of Jurisdiction**

14 It is further ORDERED that this Court shall retain jurisdiction of this matter in law and
15 equity for purposes of enforcing and/or adjudicating claims of violations of this Order or of
16 disputes arising in connection with the Settlement Agreement entered by the parties hereto. Any
17 such matters shall be raised by noticed motion. The Court finds that the above-referenced
18 stipulation of the Parties includes a waiver of the right to appeal the entry of this Order and a
19 waiver of the right to contest the validity of any clause, term, or provision herein in any
20 subsequent proceeding, and enters the Order on that basis; provided, however, that if for any
21 reason any clause, term, or provision herein is deemed unlawful or invalid, the remaining
22 clauses, terms and provisions shall remain in full force and effect.

23 **IT IS SO STIPULATED.**

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1 Dated: June 26, 2015

LATHAM & WATKINS LLP

2 By: /s/ Jennifer L. Barry

3 Perry J. Viscounty

4 Jennifer L. Barry

5 Attorneys for Plaintiff

CRAIGSLIST, INC.

6 Dated: June 26, 2015

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

7 By: /s/ Abraham A. Tabaie

8 Jack P. DiCanio

9 Abraham A. Tabaie

10 Attorneys for Defendants

11 3TAPS, INC., HARD YAKA and ROBERT G.
KIDD

12
13 Attestation: Pursuant to Civil L.R. 5-1(i)(3), I attest that I have obtained concurrence in the
14 filing of this document from all other Signatories hereto.

15 Dated: June 26, 2015

By: /s/ Jennifer L. Barry

16 Jennifer L. Barry